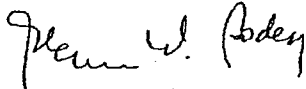


# **EXHIBIT “T”- Part 2**

**AMCO INSURANCE COMPANY**

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

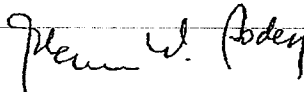
  
SECRETARY

  
PRESIDENT

---

**ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY**

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

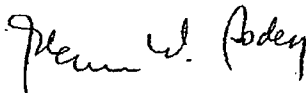
  
SECRETARY


  
PRESIDENT

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**DEPOSITORS INSURANCE COMPANY**

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

  
SECRETARY

  
PRESIDENT

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## CHANGES PROVISION

### PART F - GENERAL PROVISIONS

The CHANGES Provision under Part F is replaced by the following:

#### CHANGES

##### A. Premium Changes

The premium for this policy is based on information we have received from you or other sources. You agree:

1. that if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
2. to cooperate with us in determining if this information is correct and complete, and to advise us of changes in this information.

~~Any adjustment of your premium will be made using the rules in effect at the time of the change.~~

Premium adjustment may be made as the result of a change in:

1. autos insured by the policy, including changes in use.
2. drivers, driver's age or driver's marital status.
3. coverages or coverage limits.
4. rating territory.
5. eligibility for discounts or other premium credits.

##### B. Coverage Changes

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

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AA 0008A (11-99)

**ALLIED EXTRA COVERAGES**

When you have in effect a Home Enterprise policy, a policy of Homeowners Insurance (Form HO-2, 3 or 6) or a Farm Property policy covering your "residence premises", as defined in the Farm Property policy with an ALLIED Group Company, ALLIED Extra Coverages will apply in accordance with the following provisions:

**Emergency Lockout Coverage**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into "your covered auto" or "dwelling" subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in "your covered auto" or "dwelling" and you are unable to enter such auto or dwelling; or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

For the purposes of this coverage:

1. "Your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates either Part A - LIABILITY COVERAGE or Part D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.
2. "Dwelling" shall mean the residence premises insured under your Home Enterprise policy, Homeowners Insurance (Form HO-2, 3 or 6), or a Farm Property policy covering your "residence premises", as defined in the Farm Property policy.

**Special Deductible Provision**

If the same event results in direct or accidental loss to any "your covered auto" and to property insured under your Home Enterprise policy, Homeowners Insurance (Forms HO-2, 3 or 6) or a Farm Property policy covering your "residence premises", as defined in the Farm Property policy, the largest deductible applicable to any such auto or property sustaining loss or damage shall apply only once to all covered loss.

This provision applies only if the combined loss or damage exceeds the higher of the applicable deductibles.

The application of this provision shall not serve to reduce your recovery to less than the amount you would have received under individual policies.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

**Air Bag Replacement Coverage**

We will pay for reasonable expenses incurred in replacing an air bag in "your covered auto" that deploys without the auto being involved in an accident.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

This coverage applies only if you submit proper receipts for expenses claimed under this coverage.

**Auto Death Indemnity**

In the event of your death we shall pay the amount of \$10,000 in accordance with these provisions:

AA 0008A (11-99)

PPA 000889321-1

02/13/07

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Page 1 of 2

78 969

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AA 0008A (11-99)

1. Death must result directly and independently of all other causes from "bodily injury" caused by accident and sustained by you while "occupying" "your covered auto".
2. You must be wearing a seat belt at the time of the accident.
3. If "your covered auto" is a motorcycle, you must be wearing a helmet at the time of the accident.
4. Death must occur within 90 days after the accident.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part A - LIABILITY COVERAGE applies.

This insurance does not apply to:

1. Loss caused by or resulting from disease except pus forming infection which shall occur through "bodily injury" to which this insurance applies.
2. Suicide, sane or insane, or to any attempt thereat.
3. ~~Death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.~~

The following Conditions will apply:

1. Policy Provisions: None of the Insuring Agreements, Exclusion or Conditions of the policy shall apply to the insurance afforded by this coverage except Part F - GENERAL PROVISIONS entitled "Policy Period and Territory", "Fraud", "Changes", "Legal Action Against Us" and "Termination".
2. Notice of Claim: When loss covered hereunder occurs, written notice thereof shall be given by the beneficiary, or someone on his or her behalf, to us or any of our authorized agents as soon as practicable.
3. Proof of Claim; Medical Reports: As soon as practicable, the beneficiary or someone on his or her behalf, shall give us written proof claim, under oath if required; and shall after each request from us execute authorization to enable us to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by us unless we shall have failed to furnish such forms within 15 days after receiving notice of claim.

4. Payment of Death Indemnity; Autopsy: If the decedent person be survived by a spouse who was a resident of the same household at the time of the accident, this benefit is payable to such spouse; otherwise, this benefit is payable to the decedent person's estate.

We shall have the right and opportunity to make an autopsy where it is not forbidden by law.

AA 0008A (11-99)

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02/13/07

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Page 2 of 2

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AA 0073 (06-97)

**WAIVER OF COLLISION DEDUCTIBLE**

The following provision is added to Part D - Coverage For Damage To Your Auto:

**WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision deductible if:

1. The loss involves an "uninsured motor vehicle", as that term is defined in Items 1. and 4. of the "uninsured motor vehicle" definition in the Uninsured Motorists Coverage endorsement.
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; and
3. A specific premium charge in the Declarations indicates that the Waiver of Collision Deductible provision applies to that vehicle.

~~Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. However, if the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.~~

In no event will we pay more than the amount of the loss.

The Arbitration and Duties After An Accident Or Loss provisions on the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible provision.

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02/13/07

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**RENTAL REIMBURSEMENT/TRANSPORTATION EXPENSES**

The provisions and exclusions that apply to Parts D and D-2 also apply to this endorsement except as changed by this endorsement.

When there is a loss to one of "your covered autos" described in the Declarations for which a specific premium charge indicates that Rental Reimbursement/Transportation Expenses coverage is afforded.

A. Under Part D-2 Rental Reimbursement we will reimburse you for expenses you incur to rent a substitute auto. This coverage applies only if:

1. The auto is withdrawn from use for more than 24 hours, and
2. The loss is caused by "collision", or covered under Part D of this policy.

However, this coverage does not apply when there is a total theft of the auto.

Our payment will be limited to that period of time reasonably required to repair or replace the auto. We will pay up to \$30 per day to a maximum of \$900.

B. The Transportation Expenses provision of Part D is replaced by the following:

In addition, we will pay up to \$30 per day, to a maximum of \$900, for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" is returned to use or we pay for its loss.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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02/13/07

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AA 0169 (12-99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLICY PROVISIONS - CALIFORNIA**

**I. DEFINITIONS**

A. Paragraph A. is replaced by the following:

A. Throughout this policy, "you" and "your" refer to:

1. Any "named insured" shown in the Declarations; and
2. Any spouse if a resident of the same household.

B. Paragraph J. is amended as follows:

1. Item 1. is replaced by the following:

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.

This provision does not apply to:

- a. A vehicle shown in the Declarations after ownership of that vehicle has been transferred to another person or organization other than another "family member" by you, a corporation of which you are the sole owner, or a "family member".
- b. A vehicle shown in the Declarations that you, a corporation of which you are the sole owner, or a "family member" have been leasing, after the leasing agreement has been terminated, unless ownership of that vehicle is transferred by the lessor, to you, a corporation of which you are the sole owner or a "family member".

2. The following is added to Item 2:

c. A motor home.

3. Item 4. is replaced by the following:

4. Any auto, motor home or "trailer" you, or a corporation of which you are the sole owner, do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

C. The following definition is added:

K. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

**II. PART A - LIABILITY COVERAGE** Part A is amended as follows:

A. The following exclusions are added.

1. We do not provide Liability Coverage for "bodily injury" to:

a. A "permissive user", or

AA 0169 (12-99)

PPA 000889321-1

02/13/07

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Page 1 of 5

78 973

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AA 0169 (12-99)

- b. Any person who is related by blood, marriage or adoption to a "permissive user" and who is a member of the "permissive user's" household.

This exclusion does not apply to you or any "family member".

For the purposes of this exclusion, "permissive user" is defined as any person using, including loading and unloading, "your covered auto" with a reasonable belief that that person is entitled to do so.

2. We do not provide Liability Coverage for "bodily injury" to you or any "family member" whenever the ultimate benefits of that indemnification accrue directly to you or any "family member".

- B. The Other Insurance provision is replaced by the following:

#### OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:

- |                |                  |
|----------------|------------------|
| a. Selling;    | e. Testing;      |
| b. Repairing;  | f. Road testing; |
| c. Servicing;  | g. Parking; or   |
| d. Delivering; | h. Storing;      |

motor vehicles. This applies only if an "insured":

- a. Is operating the vehicle; and  
b. Is neither the person engaged in such "business" nor that person's employee or agent.

2. Any insurance we provide for a vehicle you own shall be excess of that of:

- a. A person engaged in the business of:

- |                |                  |
|----------------|------------------|
| 1) Selling;    | 5) Testing;      |
| 2) Repairing;  | 6) Road testing; |
| 3) Servicing;  | 7) Parking; or   |
| 4) Delivering; | 8) Storing;      |

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent; or

- b. An owner, tenant or lessee of premises on which loss arising out of the loading or unloading of the vehicle occurs.

3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

#### III. PART B - MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

- A. Paragraph C. of the limit of Liability provision of Part B is replaced by the following:

AA 0169 (12-99)

PPA 000889321-1

02/13/07

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Page 2 of 5

78 974

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AA 0169 (12-99)

- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part A.
- B. The Other Insurance provision is replaced by the following:

**OTHER INSURANCE**

Any payment we make under this coverage to an "insured" shall be excess over:

1. Other available valid and collectible automobile medical payments insurance;
2. Premises insurance affording benefits for medical expenses;
3. Individual, blanket or group accident, disability or hospitalization insurance;
4. Any medical, surgical, hospital or funeral services benefit or reimbursement plan;
5. Any health maintenance organization or preferred provider organization plan; or
6. Any benefits paid or payable under the provisions of any workers' compensation law, disability benefits or any similar law.

**IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

Part D is amended as follows:

- A. The Definition of "non-owned auto" is replaced by the following:
- C. "Non-owned auto" means any private passenger auto, pickup, van, motor home, or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member". However, "non-owned auto" does not include any vehicle used as a temporary substitute for a vehicle you own which is out of normal use because of its:
1. Breakdown;
  2. Repair;
  3. Servicing;
  4. Loss; or
  5. Destruction.
- B. The following EXCLUSION is added:
13. We will not pay for:  
Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".
- C. The following is added to the Payment of Loss provision:
- If we have paid a loss for damage to "your covered auto", we will take appropriate deductions from any payment due you for any subsequent loss for damage to the same covered auto, unless you furnish us with proof that the prior damage has been repaired.

**V. PART F - GENERAL PROVISIONS**

Part F is amended as follows:

- A. The Our Right to Recover Payment provision is amended as follows:

**OUR RIGHT TO RECOVER PAYMENT**

Paragraph A of this provision does not apply to Part B.

- B. The Termination provision is replaced by the following:

AA 0169 (12-99)

PPA 0008899321-1

02/13/07

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Page 3 of 5

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AA 0169 (12-99)

**TERMINATION****Cancellation.** This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the last known address:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
3. If this policy has been in effect for less than 60 days and it is not a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - b. In the event of fraud or material misrepresentation affecting the policy or insured; or
  - c. If there has been a substantial increase in the hazard insured against.
4. After this policy has been in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only for the reasons as listed in Paragraph 3. In addition to these reasons, and not as a limitation thereof, we will also cancel:
  - a. If your driver's license or that of:
    - 1) Any driver who lives with you; or
    - 2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
    - 1) During the policy period; or
    - 2) If this policy is a renewal or continuation, during its policy period or the 180 days immediately preceding its effective date.
  - b. In the event of discovery of fraud by you in pursuing a claim under the policy provided that we do not rescind the policy.
  - c. In the event of discovery of material misrepresentation of any of the following information concerning you or any resident of your household who customarily operates a "your covered auto":
    - 1) Safety record;
    - 2) Annual miles driven in prior years;
    - 3) Number of years of driving experience;
    - 4) Record of prior auto insurance claims, if any; or
    - 5) Any other factor found by the commissioner to have a substantial relationship to the risk of loss.

**Nonrenewal.** If we decide not to renew or continue this policy we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. We will only nonrenew this policy if one or more of the reasons as listed in Paragraphs 3. or 4. of Cancellation exists.

AA 0169 (12-99)

PPA 000889321-1

02/13/07

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Page 4 of 5

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AA 0169 (12-99)

**Automatic Termination.** If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**Other Termination Provisions.**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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Page 5 of 5

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AA 0170 (03-98)

**AMENDMENT OF LIMITS OF LIABILITY  
REDUCED LIMITS FOR PERSONS OTHER THAN YOU OR FAMILY MEMBERS**

The Limit of Liability provision in Part A - Liability Coverage is replaced by the following:

**LIMIT OF LIABILITY**

The limits of liability for you and "family members" and persons designated in the Schedule are different than for other persons.

Subject to the limit of liability as determined by paragraphs A and B below, the limit of Bodily Injury Liability shown in the Declarations for this coverage for each accident is the maximum amount we will pay on behalf of all "insureds" for all damages for "bodily injury" resulting from any one accident.

**A. Limit of Liability For You, Any "Family Member" and for Persons Designated in the Schedule**

The limit of liability shown in the Declarations for each person for Bodily Injury Liability Coverage is the maximum amount we will pay on behalf of you or any "family member" or any person designated in the Schedule of this Endorsement for "bodily injury" sustained by any person in any one accident. That maximum amount includes any claim of other persons arising out of that "bodily injury".

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability Coverage is the maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability Coverage is the maximum we will pay on behalf of you or any "family member" or any person designated in the Schedule of this Endorsement for all "property damage" resulting from any one accident.

**B. Limit of Liability For Any "Insured" Other Than You, or A "Family Member" or A Person Designated in the Schedule**

The maximum amount we will pay on behalf of any "insured" other than you or a "family member" or any person designated in the Schedule on this Endorsement for "bodily injury" sustained by any one person in any one accident is \$15,000. That maximum amount includes any claim of other persons arising out of that "bodily injury".

Subject to this limit for each person, the maximum amount we will pay on behalf of any "insured" other than you or a "family member" or any person designated in the Schedule in this Endorsement for all damages for "bodily injury" resulting from any one accident is \$30,000.

The maximum amount we will pay on behalf of any "insured" other than you or a "family member" or any person designated in the Schedule in this Endorsement for all "property damage" resulting from any one accident is \$5,000.

**C. The limit of liability determined by paragraphs A or B above is the most we will pay regardless of the number of:**

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Vehicles involved in the accident;
5. Policies involved; or
6. Premiums paid.

**SCHEDULE**

AA 0170 (03-98)

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**TOWING AND LABOR COSTS COVERAGE**

Part D-1 - Towing and Labor Costs Coverage is replaced by the following:

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown or in the Declarations. We will only pay for labor performed at the place of disablement.

This form must be attached to the Change Endorsement when issued after the policy is written.

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**UNINSURED MOTORISTS COVERAGE - CALIFORNIA**  
**REDUCED LIMITS APPLY FOR "BODILY INJURY" TO ANY PERSON, OTHER THAN YOU OR ANY "FAMILY MEMBER"**

**I. PART C - UNINSURED MOTORISTS COVERAGE**

Part C is replaced by the following:

**INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:
1. "Bodily injury" sustained by an "insured" and caused by an accident; and
  2. "Property damage" caused by an accident if the Declarations indicates that "property damage" Uninsured Motorists Coverage applies to that auto. Only items 1 and 4 under the definition of "uninsured motor vehicle" apply to "property damage".

~~The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". With respect to coverage under item 2. of the definition of "uninsured motor vehicle", we will pay only after the limits of liability under any applicable bonds or policies have been exhausted by payment of judgments or settlements.~~

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person in 1. or 2. above.

However, with respect to coverage for "bodily injury", "insured" does not include any person who sustains "bodily injury" while "your covered auto" is being used as a public or livery conveyance. This exception does not apply to a share-the-expense car pool.

- C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include:

1. Loss of use of "your covered auto"; or
2. Damage to personal property contained in "your covered auto".

- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. Which, with respect to damages for "bodily injury" only, is an underinsured motor vehicle. An underinsured motor vehicle is one which a liability bond or policy applies at the time of the accident but its limit for liability is less than the limit of liability for this coverage.
3. Which, with respect to damages for "bodily injury" only, is a hit and run vehicle whose owner or operator cannot be identified and which makes physical contact with:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".

AA 0488 (03-98)

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Page 1 of 6

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AA 0488 (03-98)

4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Refuses to admit coverage except conditionally or with reservation; or
  - c. Is or becomes insolvent within one year of the accident.

With respect to coverage for "property damage", the accident must involve direct physical contact between "your covered auto" and the "uninsured motor vehicle", and:

1. The owner or operator of the "uninsured motor vehicle" must be identified; or
2. The "uninsured motor vehicle" must be identified by its license number.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Designed or modified for use off public roads while not on public roads.
5. While located for use as a residence or premises.

#### EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" or when struck by:
  - a. Any motor vehicle; or
  - b. A trailer of any type used with a motor vehicle:

owned by you or any "family member" which is not insured for this coverage under this policy.

2. If that "insured" or legal representative settles the "bodily injury" claim without our consent.

This exclusion (A.1) does not apply to a settlement made with the insurer of a vehicle described in Section 2 of the definition of "uninsured motor vehicle".

3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
4. While "occupying" a motor vehicle rented or leased to that "insured" for use as a public or livery conveyance.

B. We do not provide Uninsured Motorists Coverage for "property damage" sustained by any "insured" while "occupying" or when struck by any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy.

C. This coverage shall not apply:

1. To "property damage" to:
  - a. A trailer or any type; or
  - b. Any motor vehicle owned by you to which Collision Coverage applies under this policy; or

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Page 2 of 6

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AA 0488 (03-98)

- c. Any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.
- 2. Directly or indirectly to benefit:
  - a. Any insurer or self-insurer under any of the following or similar law:
    - 1) Workers' compensation law; or
    - 2) Disability benefits law.
  - b. Any insurer of property.
- 3. Directly to the benefit of the United States or any State or political subdivision thereof.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

**LIMIT OF LIABILITY**

The limits of liability for you and "family members" and persons designated in the Schedule are different than for other persons.

Subject to the limit of liability as determined by paragraphs A and B below, the limit of Bodily Injury Liability shown in the Declarations for this coverage for each accident is the maximum amount we will pay to all "insureds" for all damages for "bodily injury" resulting from any one accident.

A. Limit of Liability For Bodily Injury To You and "Family Members" and Persons Designated in the Schedule

The limit of Bodily Injury Liability shown in the Declarations for this coverage for each person is the maximum amount we will pay for "bodily injury" sustained by any one person in any one accident, when that "bodily injury" is sustained by you or any "family member" or any person designated in the Schedule. That maximum amount includes any claim of other persons arising out of that "bodily injury".

B. Limit of Liability For Bodily Injury To Other Persons

- 1. The maximum amount we will pay to an "insured", other than you or any "family member" or any person designated in the Schedule, for "bodily injury" sustained by any person in any one accident is the lesser of a. or b. as follows:

- a. The limit of Bodily Injury Liability shown in the Declarations for this coverage for each person; or
- b. \$30,000.

That maximum amount includes any claim of other persons arising out of that "bodily injury".

- 2. Subject to this limit for each person, the maximum amount we will pay for all "insureds", other than you or any "family member" or any person designated in the Schedule, for all damages for "bodily injury" resulting from any one accident is the lesser of a. or b. as follows:

- a. The limit of Bodily Injury Liability shown in the Declarations for this coverage for each accident; or
- b. \$60,000.

**SCHEDULE**

AA 0488 (03-98)

PPA 000889321-1

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Page 3 of 6

78 982

020049

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**C. Limit of Liability For Property Damage**

Our maximum limit of liability for all damages for "property damage" resulting from any one accident will be the lesser of:

1. The limit of Property Damage Liability shown in the Declarations; or
2. The actual cash value of "your covered auto"; or
3. The amount of any deductible if there is valid and collectible Collision Coverage under any policy.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss.

**D. The limit of Bodily Injury Liability or Property Damage Liability determined by paragraphs A, B, or C above is the most we will pay regardless of:**

1. "Insureds"
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Vehicles involved in the accident;
5. Policies involved; or
6. Premiums paid.

**E. The limit of liability shall be reduced by all sums:**

1. Paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy; and
2. Paid and the present value of all sums payable because of the "bodily injury" under any workers' compensation law exclusive of non-occupational disability benefits.

**F. We will not make a duplicate payment under this coverage for the same element of loss that has been paid by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.****G. We will not make a duplicate payment under this coverage for the same element of loss that has been paid under any automobile medical payments coverage. This includes all sums paid under Part B of the policy.****H. We will not make a duplicate payment under this coverage for the same element of loss that a person is entitled to receive payment for under any workers' compensation law exclusive of non-occupational disability benefits.****OTHER INSURANCE**

If there is other applicable uninsured motorists coverage available under one or more policies or provisions of coverage:

1. Any recovery for damages may equal but not exceed the highest applicable limit for any one vehicle under this insurance or any other insurance providing coverage on either a primary or excess basis.

In addition, if any such coverage is provided on the same basis, either primary or excess, as the coverage we provide under this endorsement, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits for coverage provided on the same basis.

2. Any coverage we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists coverage.

AA 0488 (03-98)

PPA 000889321-1

02/13/07

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Page 4 of 6

78 983

020050

AA 0488 (03-98)

**ARBITRATION**

A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this coverage; or
2. As to the amount of damages;

then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to "property damage", arbitration proceedings must be formally instituted by the "insured" within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the arbitrator equally.

C. Any decision of the arbitrator will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages.

**II. DUTIES AFTER AN ACCIDENT OR LOSS**

Paragraph C. of Part E is replaced by the following:

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Send us copies of the legal papers if a suit is brought.

A person seeking coverage for "bodily injury" sustained in an accident involving a vehicle described in section 2. of the definition of "uninsured motor vehicle" must:

1. Provide us with a copy of the complaint by personal service or certified mail, if the "insured" brings action against the owner or operator of the "uninsured motor vehicle".
2. Within a reasonable time, make available all pleadings and depositions for copying by us or furnish us copies at our expense.
3. Provide with proof that the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

A person seeking Uninsured Motorists Coverage for "property damage" must also notify us or our agent within 10 business days of the accident.

**III. GENERAL PROVISIONS**

Part F is amended as follows with respect to Uninsured Motorists Coverage:

A. The Legal Action Against Us provision is replaced by the following:

**LEGAL ACTION AGAINST US**

No legal action may be brought against us until:

1. There has been full compliance with all the terms of the policy; and

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Page 5 of 6

78 984

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2. With respect to an accident involving a vehicle described in items 1., 3. and 4. of the definition of "uninsured motor vehicle", one of the following actions are taken within 1 year from the date of the accident:
    - a. Agreement as to the amount due under this coverage has been concluded;
    - b. The "insured" or his legal representative has formally instituted arbitration proceedings by notifying us in writing. Such notification must be sent by certified mail, return receipt requested; or
    - c. Suit for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction. Written notice of the suit must be provided to us within a reasonable time after the "insured" knew or should have known of the uninsured status of the other motorist. In no event will such notice be required before one year from the date of the accident. Failure of the "insured" or his representative to provide such notice will not be a basis for a denial of coverage unless such failure prejudices our rights.
- B. The Our Right To Recover Payment provision is amended as follows:

**OUR RIGHT TO RECOVER PAYMENT**

1. Paragraph A. of this provision does not apply to coverage under item 2. of the definition of "uninsured motor vehicle".
2. Paragraph B. of this provision does not apply to coverage under items 1., 3. or 4. of the definition of "uninsured motor vehicle".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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**LOSS PAYABLE CLAUSE**

Loss Payee:

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after this policy is written.

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**INSURANCE IDENTIFICATION CARDS  
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DO NOT USE IF YOUR POLICY OR COVERAGE IS NOT IN FORCE**

**PERSONAL INSURANCE  
SERVICE CARDS FOR  
YOUR WALLET OR PURSE**

**INSURANCE IDENTIFICATION CARD  
(California)  
KEEP THIS CARD IN YOUR VEHICLE**

**AMCO INSURANCE COMPANY  
701 5TH AVE  
DES MOINES IA 50391-2000**

Policy No. **PPA 0008899321-1**  
Account No: **618521618**

**RAYBURN, CHRISTINE D.  
RAYBURN JR, MALCOLM W.  
2 SINALOA CT  
NOVATO CA 94947-3837**

Policy Period: **10/27/00 to 10/27/01**

This Card effective: **10/27/00**

Veh: **1 86 HONDA**

**JHMB A5430GC088837**

**HRH OF NORTHERN CALIFORNIA**

**NOVATO CA 94945-5057**

This evidence of insurance may be used if requested by a peace officer to show evidence of insurance during a traffic stop or at an accident.



**HRH OF NORTHERN CALIFORNIA  
NOVATO CA 94945-5057  
INSURED  
RAYBURN, CHRISTINE D.  
RAYBURN JR, MALCOLM W.  
POLICY NUMBER PPA 0008899321-1  
ACCOUNT NUMBER 618521618  
Customer Service & Claims: 1-800-282-1446**

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(California)  
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**EVIDENCE OF INSURANCE IS REQUIRED WITH REGISTRATION RENEWAL**

Effective January 1, 1997, you are required to have liability insurance to register your vehicle. When you renew your vehicle registration you will be required to submit evidence of insurance with your payment for the renewal transaction. Evidence can be in the form of your insurance ID card (a photocopy is acceptable). Evidence of insurance is not required with registration renewal of off-highway vehicles, trailers, vessels, or if you file a planned non-operation (PNO) on the vehicle. If you do not have evidence of insurance, contact your insurance company.

Motor Carriers of property as defined in CVC34601 may provide a statement that the carrier has evidence of insurance on file for this vehicle with PUC or DMV pursuant to CVC34630.

You may be requested by a peace officer to show evidence of insurance during a traffic stop or at an accident. Each owner is required to carry written evidence of liability insurance in each vehicle. Note: Comprehensive and Collision Insurance covers your damages only, and does not meet the liability insurance requirement.

Vehicle Code Sections: 4000.37, 16020, and 16028. **DOCUMENTS SUBMITTED TO DMV WILL NOT BE RETURNED**

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**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness
2. Name of Insurance Company and policy number for each vehicle involved.
3. License numbers of other vehicles.
4. Fix in your mind locations of vehicles before and after the accident. Take pictures if possible, or draw a diagram of the accident site.
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**PLEASE KEEP A CARD IN EACH VEHICLE**  
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**DES MOINES IA 50391-2000**

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**2 SINALOA CT**  
**NOVATO CA 94947-3837**

Policy Period: **10/27/00** to **10/27/01**

This Card effective: **10/27/00**

Veh: **4 99 CHEVLT**

**1GNEK13R9XR150279**

**HRH OF NORTHERN CALIFORNIA**

**NOVATO CA 94945-5057**

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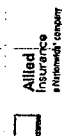
Veh: **4 99 CHEVLT**

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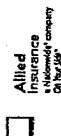
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**POLICY NUMBER PPA 0008899321-1**  
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**701 5TH AVE**  
**DES MOINES IA 50391-2000**

Policy No. **PPA 0008899321-1**  
 Account No: **618521618**

**RAYBURN, CHRISTINE D.**  
**RAYBURN JR, MALCOLM W.**  
**2 SINALOA CT**  
**NOVATO CA 94947-3837**

Policy Period: **10/27/00 to 10/27/01**

This Card effective: **10/27/00**

Veh: **5 67 VOLKS**

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**HRH OF NORTHERN CALIFORNIA**

**NOVATO CA 94945-5057**

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**NOVATO CA 94945-5057**

**INSURED**

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**RAYBURN JR, MALCOLM W.**

**POLICY NUMBER PPA 0008899321-1**

**ACCOUNT NUMBER 618521618**

**Customer Service & Claims: 1-800-282-1446**



**HRH OF NORTHERN CALIFORNIA**  
**NOVATO CA 94945-5057**

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NOVATO CA 94945

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701 5TH AVE  
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US FIRST FEDERAL CREDIT UNION  
FOUR APPLETREE SQUARE  
BLOOMINGTON MN 55425-1642

**INSURED**  
RAYBURN, CHRISTINE D.  
RAYBURN JR, MALCOLM W.  
2 SINALOA CT  
NOVATO CA 94947-3837  
LOAN NUMBER:

**PERSONAL AUTO POLICY NUMBER**

PPA 0008899321-1

**LOSS PAYEE, MORTGAGEE OR OTHER INTEREST INFORMATION . . . .**

The enclosed material provides loss payee, mortgagee, or other interest information pertaining to your client.

JL0008L (02-93)

DIRECT BILL 78NU 07044

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AMCO INSURANCE COMPANY  
701 5TH AVE  
DES MOINES IA 50391-2000  
1-515-280-4211

# **PERSONAL AUTO POLICY**

AGENCY **HRH OF NORTHERN CALIFORNIA**  
**001 NOVATO CA 94945-5057**

DECLARATIONS **AMENDED**

POLICY NUMBER  
**PPA 0008899321-1**  
ACCOUNT NUMBER  
**618521618**

Policy Period  
From: **10/27/00** To: **10/27/01**  
12:01 A.M. Standard Time  
Effective Date of Change

## **NAMED INSURED AND ADDRESS**

**RAYBURN, CHRISTINE D.**  
**RAYBURN JR, MALCOLM W.**  
**2 SINALOA CT**  
**NOVATO CA 94947-3837**

## **COVERAGE AND LIMITS OF LIABILITY (In Dollars)**

Coverage is provided where a premium or limit of liability is shown for coverage.

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VEHICLE	BODILY INJURY		PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION		UNINSURED MOTORISTS			
	EACH PERSON	EACH ACCIDENT	EACH ACCIDENT	EACH PERSON	OPTION		EACH PERSON	EACH ACCIDENT		
1	100,000	300,000	50,000	5,000			100,000	300,000		
4	100,000	300,000	50,000	5,000			100,000	300,000		
5	100,000	300,000	50,000	5,000			100,000	300,000		
VEHICLE	DAMAGE TO YOUR VEHICLE			TOWING	RENT RE TRN EXP					
	Other Than Collision Loss	Collision Loss								
	Actual Cash Value Minus Deductible			PER DISABLEMENT	PER DAY/ MAXIMUM					
1	500	500		50	30/ 900					
4	500	500		50	30/ 900					
5										

PREMIUMS (In Dollars)

## **PREMIUMS (In Dollars)**

VEH	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORISTS	DAMAGE TO YOUR VEHICLE		TOWING	RENT RE TRN EXP
						Other Than Collision Loss	Collision Loss		
1	305.52	195.12	31.54		77.50	41.18	163.56	3.20	19.20
4	261.32	166.98	19.32		66.42	69.60	325.72	3.20	19.20
5	155.18	99.34	16.12		39.82				
VEH						COLLISION DEDUCTIBLE BUY BACK			
1					7.88				
4					7.88				
5									
VEH	Total Premium Each Vehicle		Other Miscellaneous Endorsements Requiring Premium:			Sub-Total			
						\$ 2,094.80			
1	844.70		No.	\$		Other Endorsements/Fees			
4	939.64			\$		\$			
5	310.46			\$		Full Term Premium			
				\$		\$ 2,094.80			
				\$		Add'l Premium			
				\$		\$			
				\$		Return Premium			
				\$		\$			

**THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT**

Page 1 of 2

DIRECT BILL 78NU 07044

LOSS PAYEE COPY

Countersigned by - Authorized Representative

R 618521618 78 994

020061

**DESCRIPTION OF VEHICLE**

VEH	Year	Trade Name	Body Type and Model	Identification Number	Cost/New	Max Value	HP	CC's	Class
1	1986	HONDA	4 DOOR	JHMB A5430GC088837					G11121
4	1999	CHEVLT	4 DOOR	1GNEK13R9XR150279					G1112V
5	1967	VOLKS	2 DOOR	367178038					G11420

**ALTERNATE GARAGING LOCATIONS**

VEH	Year	Make	Body Type and Model	Address
1	1986	HONDA	ACCORD LX	
4	1999	CHEVLT	TAHOE BASE	
5	1967	VOLKS	SQUARE BAC	

**ENDORSEMENTS**

Endorsements forming a part of this policy: IN0002 (0397) IN0263 (1199) IN0521 (0794) IN0531 (1299) IN0532 (0191)  
 IN0542 (1097) IN0590 (0200) AA0001 (0986) AA0001A (1098) AA0007 (1192) AA0008A (1199) AA0073 (0697) AA0078 (0995)  
 AA0169 (1299) AA0170 (0398) AA0303 (0699) AA0488 (0398) PP0305 (0886) SN0559C (1299)

Loss Payee: INTEREST IS AUTO 4  
 or  
 Designee

**US FIRST FEDERAL CREDIT UNION  
 FOUR APPLE TREE SQUARE  
 BLOOMINGTON MN 55425-1642**

**NOTICE TO LOSS PAYEE:**

This policy will be extended for successive policy periods on payment of the required premium when due. You will be notified:  
 a. If the continuation premium is NOT paid and the policy lapses.  
 b. If the policy is cancelled for non-payment of any other required premiums.  
 c. Of changes affecting your interest.

PP 0305 (08-86)

**LOSS PAYABLE CLAUSE**

Loss Payee:

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after this policy is written.

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PP 0305 (08-86)

PPA 0008899321-1

02/13/07

LOSS PAYEE COPY

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